

**Montana Association of Counties  
Joint Powers Insurance Authority**

P.O. Box 7059  
Helena, Montana 59604-7059

(406) 442.1178  
Facsimile (406) 443.4161

August 26, 2008

**RECEIVED**

**AUG 27 2008**

George H. Corn  
Office of the Ravalli County Attorney  
205 Bedford, Suite C  
Hamilton, MT 59840

Ravalli County Commissioners

--	--	--	--	--

RE: Tom Robak and Charlotte Robak v. Ravalli County, Laura Hendrix, County FloodPlain Administrator, and John/Jane Does One through Ten. Cause No. DV-08-472/1

Dear George:

I am writing in response to your notice of August 22, 2008, seeking insurance coverage for the above mentioned complaint.

This action is not covered under the insurance policy provided to the County by the Montana Association of Counties Joint Powers Insurance Authority because the complaint seeks a declaratory judgment and because the complaint is about land use planning other than the approval or denial of a subdivision.

Policy exclusions applicable to this matter state as follows:

**EXCLUSIONS APPLICABLE TO SECTION II**

**THIS POLICY DOES NOT INSURE AGAINST:**

7. Any claim arising out of or in any way connected with the operation of the principles of eminent domain, condemnation proceedings, land use planning or regulation of any type and zoning, road easement or ownership issues, quiet title or real property ownership issues, or inverse condemnation by whatever name called whether such liability accrues directly against the Insured or by virtue of any agreement entered into by or on behalf of the Insured. "Land use planning or regulation" means decisions regarding the administration and application of subdivision, zoning, and flood plain laws and regulations. However, in regard to claims or appeals concerning the Insured's approval or denial of subdivisions, the Authority will provide for the cost of defense only for such claims or appeals as follows: regarding such cost of defense, the Insured shall pay the Insured's designated deductible amount, or the first \$10,000.00 of such costs, whichever

Page 2 of 2  
August 26, 2008

is greater; and the authority and the Authority will pay amounts of such cost of defense in excess of such amounts.

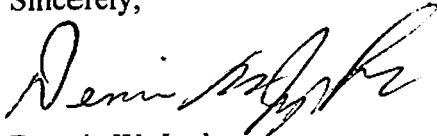
14. Any claim or cause seeking injunctive or similar relief.

15. Any claim seeking relief or redress in any form other than money damages.

Because the allegations made in the complaint are not covered by the policy we will not provide a defense of the suit or pay damages should the cause be settled or damages awarded.

If you disagree with this coverage decision, you may appeal by contacting Greg Jackson at MACO JPIA to start the appeal process.

Sincerely,



Dennis W. Jupka  
Senior Claims Adjuster

cc: Commissioners